

**NOTICE OF YOUR RIGHT TO JOIN CASE SEEKING TO RECOVER MINIMUM WAGE AND OVERTIME PAY FOR SATELLITE TECHNICIANS WHO WORKED FOR GUSTECH COMMUNICATIONS, LLC**

United States District Court for the District of South Carolina  
Burrell et al. v. Gustech Communications, LLC  
CIV. CASE NO. No. 18-cv-00508-DCC~~18-cv-00508-CMC~~

[DATE], 2018

Dear current or former worker of Gustech Communications, LLL (even if designated as independent contractor)

Enclosed is a consent form allowing you to “opt-in” to participate in a case that has been filed by Gary Burrell and Antoine Lee, who worked as satellite television installation technicians for Gustech Communications, LLC (“Gustech”) in North Carolina and South Carolina and were allegedly misclassified as independent contractors. This case has been brought in the United States District Court for the District of South Carolina on behalf of individuals who worked as satellite television installation technicians for Gustech in Florida, North Carolina, South Carolina, or Texas, who were allegedly misclassified as independent contractors, and who were allegedly not paid at least minimum wage for all hours worked and overtime for hours worked in excess of 40 a week. This is a court authorized notice. The case has been assigned Civil Action 18-cv-00508-DCC and is pending on the docket of United States Judge Donald C. Coggins, Jr.

According to the Defendant’s records, you may be eligible to participate in this case because you have worked as a satellite television installation technician in one of the states listed above during the last three years and were classified as an independent contractor. In order to participate in the case and obtain a portion of any judgment or settlement that may be entered in the technicians’ favor, you must complete and return this consent form to the address below by **no later than [90 days after conditional certification], 2018.**

**Plaintiff's Proposed Notice**

You are not obligated to join this lawsuit. In this lawsuit, the Plaintiffs allege that Gustech violated the federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, by improperly classifying its technicians as independent contractors, and, as a result, has failed to pay them minimum wage and overtime compensation.

The case is at an early stage, and there has not been a decision by the court as to whether the Plaintiffs’ position or Defendant’s position is the correct one. There has also not been any settlement reached. If you do not return the enclosed consent form by [90 days after conditional certification], you may not be considered part of this case and may be unable to receive a share of any settlement or judgment that the Plaintiffs may obtain. If you do participate in the case, you will be bound by any ruling entered by the court or settlement reached by the parties. Plaintiffs' attorneys are working on a contingency basis, which mean that if there is not a recovery, they receive no attorneys' fees. If there is a recovery the attorneys for the class will receive a part of any settlement obtained or money judgment entered in favor of all members of the class. You may, however, be required to pay your proportional share of taxable court costs if the plaintiffs receive an unfavorable decision. Gary Burrell and Antoine Lee, who initiated this case, will work with Plaintiffs’ counsel to make decisions regarding the progress of this litigation, and we~~they~~ welcome your input as well into those decisions. You may also be asked

~~to be a witness or to provide evidence in the case, although not all individuals who submit a consent form will. If you choose to join this lawsuit, you may be required to do so give a deposition in Columbia, South Carolina, respond to written discovery, and testify in court in Columbia, South Carolina.~~

**Again, to join this case, you must return the enclosed “opt-in” consent form by mail, e-mail or fax to the address below no later than [90 days after conditional certification]. In the meantime, if you have any questions, do not hesitate to contact Plaintiffs’ counsel at the phone numbers or e-mails provided below.**

Harold L. Lichten  
Benjamin J. Weber  
LICHTEN & LISS-RIORDAN, P.C.  
729 Boylston St., Suite 2000  
Boston, Massachusetts 02116  
Telephone: (617) 994-5800  
[hlichten@llrlaw.com](mailto:hlichten@llrlaw.com)  
[bweber@llrlaw.com](mailto:bweber@llrlaw.com)

David E. Rothstein  
ROTHSTEIN LAW FIRM, PA  
1312 Augusta Street  
Greenville, SC 29605  
Telephone: (864) 232-5870  
Facsimile: (864) 241-1386  
[drothstein@rothsteinlawfirm.com](mailto:drothstein@rothsteinlawfirm.com)

~~This notice has been authorized by the United States District Court for the District of South Carolina. The Court has taken no position regarding the merits of the underlying claims under federal or state law. Please do not contact the Court directly; you may contact the counsel listed above with any questions you have, is being provided for the sole purpose of determining the identity of persons who may be entitled to and wish to participate in this lawsuit. Although the court has authorized Plaintiffs’ counsel to send this notice, the court expresses no opinion regarding the merits of Plaintiffs’ claims or Defendants’ liability, if any. Plaintiffs’ claims and the claims of any person who joins this lawsuit may be subject to later dismissal if the court finds that the claims lack merit or that the lawsuit cannot be litigated on the class-wide basis.~~

The Fair Labor Standards Act prohibits anyone from retaliating against you in any manner if you choose to take part in this lawsuit.

Yours truly,

Harold Lichten

**United States District Court, District of South Carolina  
Burrell et al. v. Gustech Communications, LLC, No.18-CV-00508-  
CMEDCC**

**CONSENT TO JOIN COLLECTIVE ACTION**

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

1. I consent and agree to pursue my claims arising out my employment relationship with at OnTrae Gustech Communications, LLC in connection with the above-referenced lawsuit.

2. I work/worked as a satellite television television installation technician for Gustech in \_\_\_\_\_ (City, State) from on or about \_\_\_\_\_ (month, year) to on or about \_\_\_\_\_ (month, year).

3. I understand that Plaintiffs in this case have this lawsuit is brought under entered into a contingency fee agreement with Harold L. Lichten and Benjamin J. Weber of Lichten & Liss-Riordan, P.C. that applies to all plaintiffs who join this lawsuit. If I join the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.lawsuit, I hereby consent, agree, and “opt in” to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action to be bound by the contingency fee agreement. I understand that I may obtain a copy of the contingency fee agreement on request.

4. By choosing to join this lawsuit I understand I will be bound by the judgment, whether it is favorable or unfavorable. I will also be bound by, and will share in, as the court may direct any settlement that may be negotiated on behalf of all plaintiffs. I hereby designate Harold Lichten and Benjamin Weber of Lichten & Liss Riordan, P.C., at 729 Boylston Street, Suite 2000, Boston, MA and David Rothstein of Rothstein Law Firm, PA, 1312 Augusta Street, Greenville, SC 29605, to represent me for all purposes in this action.

5. I also designate the named plaintiffs in this action, the collective action representatives, as my agents to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiffs' Counsel, the firms of Lichten & Liss Riordan, P.C. and Rothstein Law Firm, PA (the "Firms") concerning representation (with the understanding that the Firms are being paid on a contingency fee basis, which means that if there is no recovery, there will be no attorneys' fees, that the Firms will divide primary responsibility for legal services between the two Firms and that the Firms will divide fees based on the proportionate amount of work performed by each of the Firms and the respective billing rates of each of the Firms' attorneys), and all other matters pertaining to this lawsuit. If I choose not to join this lawsuit, I understand that I will not be affected by any judgment rendered or settlement reached in this lawsuit, whether favorable or unfavorable, and I will not be entitled to share in any amounts recovered (whether by judgment, settlement or otherwise) by Plaintiffs or any person who joins this lawsuit.

6. I hereby designate Harold L. Lichten and Benjamin J. Weber of Lichten & Liss-Riordan, P.C. and any other attorneys with whom they may associate to represent me for all purposes in this action.

7. I also designate the named plaintiffs in this action, the collective action representatives, as my agents to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiffs' Counsel concerning representation and all other matters

pertaining to this lawsuit.

I hereby consent to joint this lawsuit.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**COMPLETE AND RETURN TO:**  
**LICHTEN & LISS-RIORDAN, P.C.**

ATTN: Shae Cleary  
729 Boylston Street, Suite 2000  
Boston, MA 02116  
Tel: (617) 994-5800  
Fax: (617) 994-5801  
[www.llrlaw.com](http://www.llrlaw.com)  
[scaleary@llrlaw.com](mailto:scaleary@llrlaw.com)